

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

18 Pursuant to the Parties' Stipulation filed on June 20, 2013, IT IS HEREBY
19 ORDERED AS FOLLOWS:

20 || I. Scope

21 This Protective Order shall govern the personnel records of Officer Jason
22 Sanchez, or records pertaining to Officer Jason Sanchez as defined by California Penal
23 Code §§ 832.5, 832.7 and/or 832.8, that are in the possession of the City of La Habra
24 or in the possession of any other public entity. This Protective Order shall govern all
25 documents, or information therefrom, produced or disclosed in this Action by one
26 party (the “Designating Party”) to the other party (the “Receiving Party”).

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1 **II. Confidential Information**

2 A. “Confidential Information” means:

- 3 1. Any information contained in a document that is stamped with
4 “Confidential” or “Confidential - Subject to Protective Order,”
5 which is defined in Section III.A. below; or
6 2. Any information contained in a document that is stamped with
7 “Confidential - Attorney’s Eyes Only,” which is defined by
8 Section III.B. below. For the specific purposes of this Stipulation,
9 all documents provided by way of this Protective Order dealing
10 with peace officer personnel files will be designated as
11 “Confidential - Attorney’s Eyes Only” as described in Section
12 VIII.B. below.

13 B. “Confidential,” “Confidential - Subject to a Protective Order,” or
14 “Confidential - Attorney’s Eyes Only” shall be stamped on only those portions and/or
15 pages of discovery that qualify as confidential pursuant to this stipulation.

16 **III. Permissible Disclosure of Confidential Information**

17 A. “Confidential” Information

- 18 1. Subject to Paragraph 5, the Receiving Party may show and deliver
19 documents stamped with “Confidential” or “Confidential - Subject
20 to Protective Order” to the following people:
21 a. Parties and their counsel including attorneys, paralegals,
22 stenographic and clerical staff employed by such counsel;
23 b. Stenographic employees, court reporters and videographers
24 recording or transcribing testimony in this Action;
25 c. The Court, Special Master appointed by the Court,
26 mediator, and any members of their staff to whom it is
27 necessary to disclose the information;

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- d. Any outside consultant to expert (and any employees thereof who would, in the course and scope of their employment, handle the at-issue documents), whether formally retained or not; and
 - e. Subject to Sections IV.C., IV.D., and IV.E., any witness during a deposition.

B. "Confidential Information - Attorney's Eyes Only"

1. Subject to Paragraph 5, the Receiving Party may show and deliver documents stamped with “Confidential - Attorney’s Eyes Only” to the following people:
 - a. Attorneys, paralegals, stenographic and clerical staff employed by such counsel;
 - b. The Court, Special Master appointed by the Court, mediator, and any members of their staff to whom it is necessary to disclose the information;
 - c. Stenographic employees, court reporters and videographers recording or transcribing testimony in this Action;
 - d. Any outside consultant or expert whether formally retained or not; and
 - e. Subject to Sections IV.C., IV.D., and IV.E., any witness during a deposition.
 2. In the event the Plaintiff’s relationship with his attorney terminates and he is in a “pro per” status, all “Confidential - Attorney’s Eyes Only” materials shall be immediately returned to the Designating Party from the Receiving Party and, in no event, shall copies of that material be provided to the Plaintiff without a court order.

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1 C. If the Receiving Party provides Confidential Information to any person
2 entitled to such information by the terms of this Order, such person shall be provided
3 with a copy of the fully executed Protective Order, which he or she shall read. Upon
4 reading the Protective Order, such person shall sign a Certification, the form annexed
5 hereto as Exhibit A, acknowledging that he or she has read the Protective Order and
6 shall abide by its terms. The Receiving Party shall retain all executed Certifications
7 until the end of the instant litigation and shall provide a copy of the executed
8 Certifications to the Designating Party within ten (10) days of request. The Court and
9 its personnel may, however, view any confidential information without having to sign
10 the Certification as defined by this Section.

11 D. The instant litigation is at an end when:

- 12 1. A final judgment has been entered by the Court or the case has
13 otherwise been dismissed with prejudice;
- 14 2. The time for any objection to or request for reconsideration of
15 such a judgment or dismissal has expired;
- 16 3. All available appeals have concluded or the time for such appeals
17 has expired; and
- 18 4. Any post appeal proceedings have themselves concluded.

19 **IV. Use of Confidential Information**

20 A. Confidential Information shall only be used for preparing for and
21 prosecuting this case pending the completion of the judicial process, including appeal.
22 No person to whom this information is disclosed shall cause or permit it to be used for
23 any other purpose.

24 B. Notwithstanding any other provisions hereof, nothing herein shall restrict
25 any party's counsel from rendering advice to its client with respect to this Action and,
26 in the course thereof, relying upon Confidential Information provided that in rendering
27 such advice, counsel shall not disclose the other party's Confidential Information
28 other than in a manner provided for in the Protective Order.

1 C. If Confidential Information is used, in any depositions taken in this
2 matter, only those portions of the depositions that qualify for protection under the
3 Federal Rules of Civil Procedure, Rule 26(c) should be designated for protection. The
4 portion of the original transcript of the deposition, and all copies thereof shall be
5 stamped "Confidential - Subject to Protective Order" or "Confidential - Attorney's
6 Eyes Only" depending on the nature of the Confidential Information used. If any
7 portions of the deposition transcript and/or video or audio versions of the depositions
8 containing Confidential Information, or references thereto, are filed with the Court,
9 it shall be done in compliance with Section VII.A. of the Protective Order.

10 D. A copy of this Order shall be attached as an exhibit to said deposition
11 transcript and the court reporter shall be subject to said Order and precluded from
12 providing the original or copies of the deposition transcript or portions thereof, any
13 copies thereof, or portions thereof, to any persons or entities other than counsel of
14 record in the instant action. Furthermore, any audiotape and/or videotape of said
15 deposition shall be subject to the Protective Order. A copy of the Protective Order
16 shall be attached as an exhibit to said audiotape and/or video tape and the court
17 videographers shall be subject to the Protective Order and precluded from providing
18 the original deposition videotape or portions thereof, any copies thereof, or portions
19 of copies thereof, to any persons or entities other than counsel of record. Any
20 audiotape shall similarly be subject to the Protective Order and all persons shall be
21 precluded from providing the original deposition audiotape or portions thereof, any
22 copies thereof, or portions of copies thereof, to any persons or entities other than
23 counsel of record in the instant litigation.

24 E. Additionally, anyone other than the following persons shall be precluded
25 from attending any deposition whereat any Confidential Documents or Confidential
26 Information therein are used: the receiving party, the disclosing party, any parties'
27 counsel, the court reporter, the court videographers, if any, and any of the named
28 parties in this action. In the event that Confidential Information marked "Attorney's

1 Eyes Only" is to be used in the deposition, then the receiving party or parties shall be
2 excluded from the deposition; however, counsel for the receiving party or parties shall
3 continue to be permitted. Those attending any depositions using Confidential
4 Documents shall not disclose to any person or entity not otherwise entitled to the
5 Confidential Information, in any manner, including orally, any statements made by the
6 deponents during the course of said depositions referencing Confidential Information,
7 and any such disclosure shall be construed as a violation of the Protective Order.

8 **V. Protection of Confidential Information**

9 A. Counsel shall take all reasonable and necessary steps to ensure the
10 security of any Confidential Information and will limit access to Confidential
11 Information to only those persons authorized by the Protective Order.

12 B. Any party that is served with a subpoena or other request for production
13 of Confidential Information produced by the other party must immediately give
14 written notice of such subpoena or other notice to the original Designating Party so
15 as to afford the original Designating Party an opportunity to obtain an order barring
16 the production or other disclosure of Confidential Information. Upon receiving such
17 notice, the original Designating Party shall bear the burden of opposing, if it deems
18 appropriate the subpoena or request for production; however, the Receiving Party
19 shall bear the costs and the attorneys fees of the Designating Party in the event the
20 Receiving Party is still in possession of the materials after such time as the documents
21 should have been returned or destroyed as detailed in Paragraph 14 below. In no
22 event should production or disclosure be made without written approval by the
23 original Designating Party unless required by Court order arising from a motion to
24 compel production or disclosure of Confidential Information. Additionally, nothing
25 in the Protective Order should be construed to excuse any party from obeying a
26 lawfully issued subpoena or process.

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1 C. No more than thirty (30) calendar days after the end of litigation (as
2 defined *infra* in Paragraph 6) in the instant case, the Receiving Party, and every other
3 person and/or entity who received Confidential Information shall (1) destroy such
4 documents and any copies thereof and provide written notification of such destruction
5 to the producing party or (2) return such documents and any copies thereof to the
6 producing party.

7 **VI. Challenges to Designation**

8 Any party may object to the propriety of the designation of Confidential
9 Information by serving a written Objection to the designation in accordance with
10 Local Rule 37-1. The objecting party must do so sufficiently in advance of the
11 discovery cut-off date to permit compliance with Local Rule 37 in noticing a motion
12 regarding the confidentiality designation for hearing prior to the discovery cut-off
13 date. All subsequent proceedings related to such a challenge will be in accordance
14 with Local Rules 37-1 and 37-2. The burden of proof to demonstrate confidential
15 treatment of any information at all times shall remain with the Designating Party.

16 **VII. Filing Confidential Information in Court Records**

17 A. Procedure for the Submission of Confidential Information into Court
18 records - The parties shall use the following procedure for submitting to the Court
19 papers consisting of, relating to, containing, incorporating, reflecting, describing or
20 attaching Confidential Information:

21 1. For all pretrial discovery and non-discovery related motions,
22 memorandum of law, certification, exhibit annexed thereto that
23 contained Confidential Information shall be filed in accordance
24 with Local Rule 79-5 by placing the original and judge's copy of
25 the document in sealed separate envelopes with a copy of the title
26 page attached to the front of each envelope. Conformed copies
27 need not be placed in sealed envelopes. Confidential material to
28 be placed under seal, shall not be electronically filed but shall be

filed manually in the manner prescribed by Local Rule 79-5. A Notice of Manual Filing shall also be electronically filed identifying material being manually filed.

2. The provisions of the Protective Order do not apply to nondiscovery motions, memoranda, certifications, or exhibits submitted to the Court. It is understood by the Parties that the Court issuing the Protective Order is not binding any future presiding judicial officer to certain procedures. Rather, the Parties understand that they shall take up with the future presiding judicial officer at an appropriate time how confidential information will be handled in filings, during court proceedings and after trial.

13 B. Nothing herein shall prejudice any parties' rights to object to the
14 introduction of any Confidential Information into evidence, on grounds, including, but
15 not limited to, relevance and privilege.

16 || VIII. Miscellaneous Provisions

17 A. It is expressly understood by and between the parties that, in producing
18 Confidential Information in this litigation, the parties are relying upon the terms and
19 conditions of the Protective Order.

20 B. It is expressly understood by and between the parties, and stipulated
21 thereto, that only those portions of documents or information originating out of any
22 personnel file, as defined by California Penal Code §§ 832.5, 832.7 and 832.8, of
23 Defendant Officer Jason Sanchez, or any other City of La Habra Police Officer, will
24 be designated as “Confidential - Attorney’s Eyes Only.”

25 C. It is expressly understood by and between the parties, and stipulated
26 thereto, that the relevant time period for any documents or information therefrom
27 originating out of any personnel file will be from the date of the event to five (5) years
28 before the event as directed by California Evidence Code § 1045(b)(1), or from

1 August 26, 2006 to August 25, 2011.

2 D. It is expressly understood by and between the parties, and stipulated
3 thereto, that any documents or information originating out of any personnel file, as
4 defined by California Penal Code §§ 832.5, 832.7 and 832.8, of Defendant Officer
5 Jason Sanchez, or any other City of La Habra Police Officer, will include the
6 following documents, without any suggestion that these documents exist at all and
7 with any personal information such as address, phone numbers, social security
8 numbers, etc., redacted:

- 9 1. Any signed acknowledgment of receipt of employment handbook
10 and/or police department policies and procedures;
- 11 2. Departmental records of firearms training;
- 12 3. All promotion and demotion documents, if any;
- 13 4. All documents evidencing a change in the rate of pay;
- 14 5. All TASER training documents, if any;
- 15 6. All documents evidencing the firearm and bullets distributed to
16 the officer, if any;
- 17 7. Officer Sanchez' offer of employment letter;
- 18 8. La Habra P.D. Payroll Sheet for Officer Jason Sanchez for pay
19 period August 13, 2011 to August 26, 2011;
- 20 9. Any documents identifying any commendations or awards; and
- 21 10. Any documents identifying the nature, extent and conclusion of
22 any internal investigations of any incidents.

23 E. The Parties make no concessions as to the admissibility of such
24 information or documents disclosed by way of this Order and reserve the right to seek
25 exclusion of any such information or documents or their existence either *in limine* or
26 during trial.

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1 F. No amendment or modification, as agreed to between the parties, shall
2 have the force or effect of the Protective Order unless the Court approves it. This
3 Protective Order shall continue in force until amended or superseded by express order
4 of the Court, and shall survive any final judgment or settlement in this Case.

6 || IT IS SO ORDERED:

8 || Dated: July 8, 2013

Jean Rosenbluth
Honorable Jean P. Rosenbluth
United States Magistrate Judge

Honorable Jean P. Rosenbluth
United States Magistrate Judge
Central District of California

EXHIBIT A

3 I, _____, do solemnly swear that I am fully
4 familiar with the terms of the Stipulated Protective Order entered in this action,
5 *Galvan v. City of La Habra*, Case No SACV 12-2103 JGB (JPRx), and hereby agree
6 to comply with and be bound by the terms and conditions of the said Protective Order
7 with respect to the handling, use and disclosure of each Confidential Document. I
8 hereby consent to the jurisdiction of said Court for purposes of enforcing this non-
9 disclosure Protective Order.

11 || Dated:

Signature: _____

12 || Print Name: